



Ronald Vicencio MD

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Info@V-Medcare.com

Patient: _____ DOB: _____

Private Contract for Rendering Services to a Medicare Part B Beneficiary

This agreement is between by VMedcare, LLC (the "Practice"), dba VMedcare, with Dr Vicencio (the "Physician") being the primary physician for the practice, whose principal place of business is located at 10910 Sheldon Road, Tampa, Florida 33626,

and _____ ("Patient")

who resides at _____

and is a Medicare Part B beneficiary seeking services covered under Medicare Part B pursuant to Section 4507 of the Balanced Budget Act of 1997. The Practice has informed Patient that Physician has opted out of the Medicare Program effective on March 26, 2020 for a period of two years; and has renewed his opt-out indefinitely effective on March 26, 2020; and is not excluded from participating in Medicare Part B under Sections 1128, 1156, or 1892 or any other section of the Social Security Act.

Physician agrees to provide the following medical services to Patient (the "Services"):

- Primary care office visits
- Urgent care/illness office visits
- Yearly complete physical
- All procedures performed by Dr. Vicencio
- 24/7 access to the Practice via office, phone, portal and/or email
- Coordination of care with outside specialists
- Joint and soft tissue injections (cost of injectable medication excluded)
- Office testing such as EKG, lung function testing, urinalysis, strep test, pregnancy test

In exchange for the Services, the Patient agrees to make payments to Physician pursuant to the separate "Patient Agreement". Patient also agrees, understands and expressly acknowledges the following:

- Patient agrees not to submit a claim (or to request that Physician submit a claim) to the Medicare Program with respect to the Services, even if covered by Medicare Part B.
- Patient is not currently in an emergency or urgent health care situation.
- Patient acknowledges that neither Medicare's fee limitations nor any other
- Medicare reimbursement regulations apply to charges for the Services.
- Patient acknowledges that Medi-Gap plans will not provide payment or reimbursement for the Services because payment is not made under the Medicare program, and other supplemental insurance plans may likewise deny reimbursement.



- Patient acknowledges that he/she has a right, as a Medicare beneficiary, to obtain Medicare-covered items and services from physicians and practitioners who have not opted-out of Medicare, and that the patient is not compelled to enter into private contracts that apply to other Medicare-covered services furnished by other physicians or practitioners who have not opted-out.
- Patient agrees to be responsible to make payment in full for the Services and acknowledges that Physician will not submit a Medicare claim for the Services and that no Medicare reimbursement will be provided.
- Patient understands that Medicare payment will not be made for any items or services furnished by the physician that would have otherwise been covered by Medicare if there were no private contract and a proper Medicare claim were submitted.
- Patient acknowledges that a copy of this contract has been made available.
- Patient agrees to reimburse Physician for any costs and reasonable attorneys' fees that result from violation of this Agreement by Patient or his beneficiaries.

This Agreement accepted on behalf of VMedcare, LLC:

By: _____

Ronald Vicencio, MD – owner

Date: _____

This Agreement accepted on behalf of the Patient:

By: _____

Patient

Date: _____